

**Term Contract No. 760A**

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>760A</b>	<b>Skid Steer Loaders</b>
<b>Effective Dates</b>	<b>June 1, 2008 – May 31, 2011</b>	
<b>Bid Number</b>	800401	
<b>Administrator</b>	Grant Braley	
<b>Phone</b>	(919) 807-4550	
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<b>Last Updated</b>		

**1. General Information:**

State Agencies and Non-State Agencies are to place their orders directly with the contractor and not the local authorized dealers. Purchase orders do not have to be routed through this Division. It is recommended that you follow up with the contractor to ensure the purchase order has been received. Be sure to indicate your choice of the local authorized dealer for the preparation and delivery of your Skid Steer Loader. **This contract does cover attachments and options at the percent (%) discount from the MSRP as noted herein, but are not listed due to variations available. Please contact the vendor (contractor) for contract pricing or information on attachments and options. All Skid Steer Loaders are equipped with a standard 4-in-1 combination bucket.**

**2. Scope of Contract:**

This contract is intended to cover the State's normal requirements of Skid Steer Loaders for use by all State agencies, departments, institutions, public school units (except those exempted by statute) and certain Non-State agencies.

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

**3. Taxes:**

Prices or discounts shown herein do not include any North Carolina sales or use taxes.

**4. Descriptive Literature & Price Lists:**

The successful contractor shall furnish MSRP price lists, catalogs, and descriptive literature to any using agency upon request of the agency within **five (5) business days** for all equipment, options, and accessories.

**5. Abnormal Quantities:**

Any agency requirement that **exceeds five (5) units** must be forwarded to the Division of Purchase and Contract for processing. The division, at its sole discretion, may process any such requirement in one of the following ways:

- Purchase may be authorized at the current level of pricing with the current contract vendor(s)
- Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)

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- c. A separate Invitation for Bids may be issued for the requirement

### 6. Minimum Orders:

This contract will be for a minimum order of one unit for any single order.

### 7. Placement of Orders:

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the **respective contractor(s) and not the local authorized dealers**. Ordering agencies are to indicate the local dealership on their purchase order. Ordering agencies should consider sending their purchase orders via certified mail return receipt. This may serve as evidence that the contractor has received your purchase order.

**All ordering agencies are urged to call the contractor for a complete listing of tractor features prior to placing their order.**

#### a. Order Placement Via E-Procurement (Catalog Items)

- i. Click on the following link: [E-Procurement Users](#)
- ii. When placing an order in the e-procurement system, the very first thing to do is to go to the catalogue tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 760A.
- iii. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- iv. After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down
- v. When the item to be ordered has been located complete the requisition and issue the purchase order.
- vi. Please note that all purchase orders will go directly the manufacturer and not the local dealers. The manufacturers have arranged to forward the purchase orders to the local dealer.
- vii. **To make sure that your purchase order reaches the correct dealer please put comments in the purchase order for the manufacturer giving the preferred dealer.**

**Note: Successful contractors may reduce prices by:**

- Increasing the discount offered to reduce prices for the entire line of product offered
- Allowing additional discount(s) to the using agency
- Special sales and/or promotions

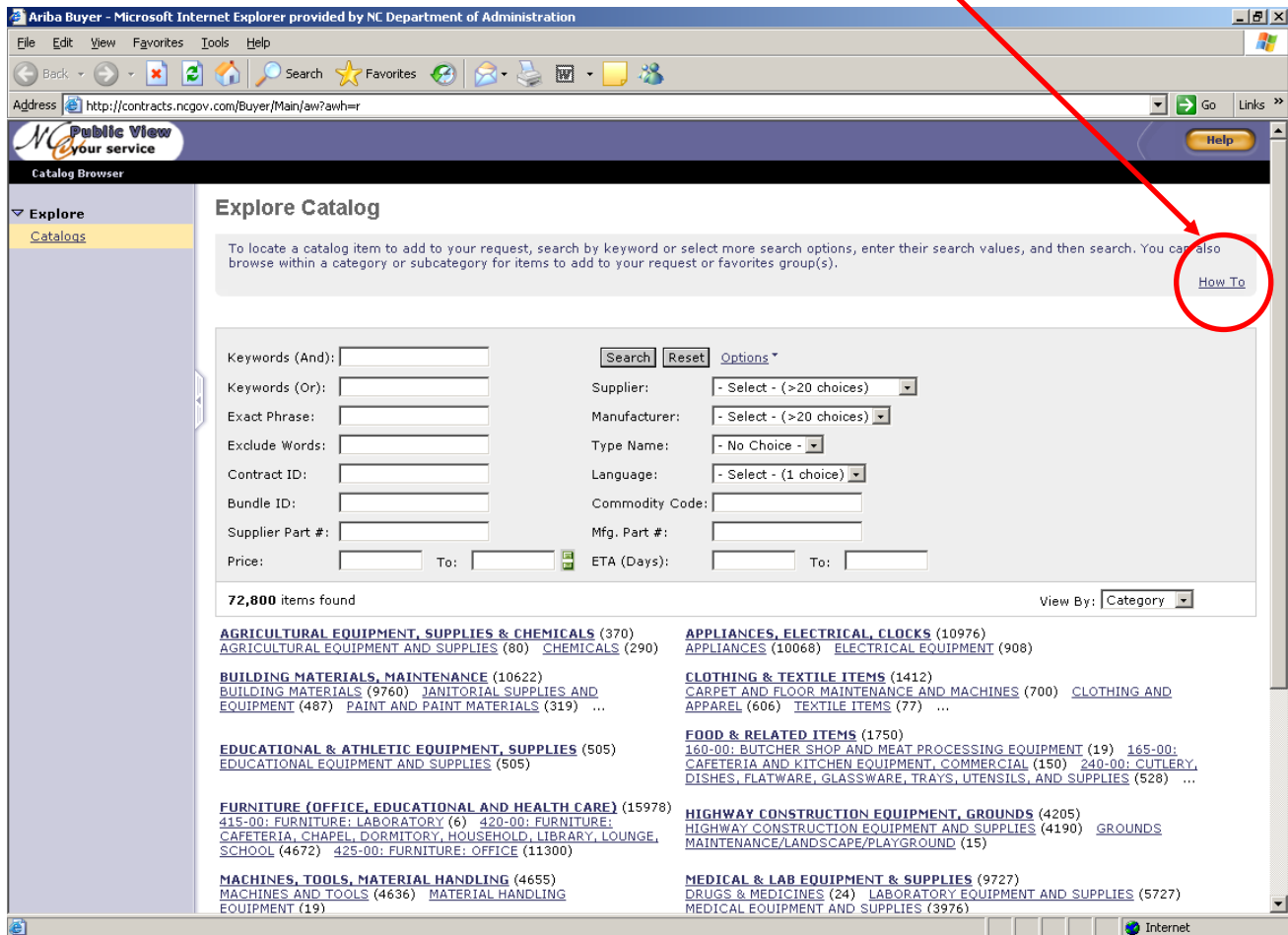
Any special sales offering (resulting in a price lower than the published catalog price), e.g. seasonal, inventory reduction, where specific products are offered to the general public shall be made available to the state at the same sales price.

The contractor agrees that all prices for items contained within the resulting contract(s) will, at no time be more than those prices charged to any other North Carolina customer for the same or similar items delivered to the same regional location.

## b. Non E-Procurement Users

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

- i. Click on the following link: : [E-Procurement Public View](#)
- ii. For online assistance regarding item searching; click on the “How to” underlined link located near the upper-right hand corner.



## 8. Delivery:

The contractor will complete delivery within **ninety (90) days** after receipt of purchase order.

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

## 9. Transportation Charges:

All goods shall be delivered **FOB DESTINATION** for all orders equal to, or greater, than the minimum order, when shipped to a single destination. Transportation charges levied by the contractor for orders equal to, or greater than the minimum order, when shipped to a single destination, may be cause for removal of the contractor from the contract. In instances where the contractor makes partial shipments of an order to one destination, which is equal to, or greater than, the minimum order, all shipments of the order shall be sent **FOB DESTINATION** with **NO** additional transportation charges.

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**10. Item & Price Information:**

Contact the contractor for more information. Attachments and options can be added at the discount from the MSRP listed for each model.

Item	Class	HP	Operating Load	Manufacturer	Model	Net Price	Discount From MSRP
1	No Award						
2	2	46	1300	Bobcat	S130	\$17,358.00	36%
3	3	46	1500	Bobcat	S150	\$18,517.00	36%
4	4	56	1600	Bobcat	S160	\$19,835.00	36%
5	5	61	2050	Bobcat	S205	\$21,979.00	36%
6	No Award						
7	7	72	2200	Bobcat	S220	\$24,047.00	36%
8	8	77.7	3000	Bobcat	S300	\$26,557.00	36%
9	9	83.7	3300	Bobcat	S330	\$30,649.00	36%

\*\*\* Note: Class 7 model meets Class 6 Specifications. \*\*\*

**11. Contractors:**

Contractor Name	Address	Contact Information
Clark Equipment, DBA Bobcat Company	250 East Beaton Drive West Fargo ND 58078	Mike Melroe, Government Sales Manager Toll Free: (800) 965-4232 Phone: (701) 271-8700 Fax: (701) 280-7860 <a href="mailto:mike_melroe@bobcat.com">mike_melroe@bobcat.com</a>

**11.A. Authorized Dealer Listing:**

City Name	Dealer Name & Address	Contact Person	Telephone/Fax Number
Asheboro	Bobcat of Asheboro 3221 US Highway 220 Business South Asheboro NC 27205	Mike Smith	(336) 629-7368 (336) 240-8208 Cell (336) 629-5341 Fax
Arden	Bobcat of Asheville 28 Old Shoals Road Arden NC 28704	Phil Hahn	(828) 684-4403 (828) 684-4570 Fax
Cashiers	McNeely's Store & Rental 696 Highway 64 East	Kyle Metcalf	(828) 743-6180 (828) 743-5091 Fax

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	Cashiers NC 28717		
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<b>City Name</b>	<b>Dealer Name &amp; Address</b>	<b>Contact Person</b>	<b>Telephone/Fax Number</b>
Charlotte	Bobcat of Charlotte 4923 Brookshire Boulevard Charlotte NC 28216	Mike Medford	(704) 343-9000 (704) 343-2707 Fax
Fayetteville	Southland Rental & Supply 2246 Angelia M Street Fayetteville NC 28312	Chip Brantley	(910) 323-5300 (910) 323-0367 Fax
Franklin	McNeely's Store & Rental 2833 Highlands Road Franklin NC 28734	Dale Hall	(828) 524-3970 (828) 364-6403 Fax
Garner	Bobcat of Johnston County Inc 154 Cleveland Crossing Drive Garner NC 27529	Scott Hasier	(919) 661-1833 (919) 661-7589 Fax
Kannapolis	R S Braswell Company 485 South Cannon Boulevard Kannapolis NC 28083	Steve Thigpen	(704) 933-2269 (704) 933-7000 Fax
Kernersville	Piedmont Bobcat 1015 NC HWY 66 South Kernersville NC 27284-2595	Mike Smith	(336) 993-5529 (336) 240-8208 Cell (336) 993-2681 Fax
Lenoir	Bobcat of Lenoir 555 Wilkesboro Boulevard NE Lenoir NC 28645	Britt Hefner	(828) 758-5506 (828) 758-3022 Fax
Monroe	Bobcat of Monroe 1711 Morgan Mill Road Monroe NC 28110	Don Werning	(704) 289-2200 (704) 225-1917 Fax
Morrisville	Triangle Equipment Co, Inc 6701 Mount Herman Road Morrisville NC 27560	Dan Jennings	(919) 596-1995 (919) 596-1183 Fax
Myrtle Beach, SC	Bobcat of Myrtle Beach 140 April Gray Lane Myrtle Beach SC 29579	Tracy Hahn	(843) 236-4499 (843) 236-4630 Fax
New Bern	Bobcat of New Bern 2711 Neuse Boulevard New Bern NC 28561	Troy Ward	(252) 636-1837 (252) 636-5487 Fax
Sapphire	McNeely's Store & Rental 17668 Rosman Highway Sapphire NC 28774	Michael Ansari	(828) 966-4484 (828) 877-5495 Fax
Wilmington	Bobcat of Wilmington 6757 Market Street Wilmington NC 28405	Bobby Bennett	(910) 395-2050 (910) 799-5462 Fax
Wilson	Bobcat of Wilson 1712 US HWY 301 South	Art Pittman	(252) 206-0733 (252) 234-7395 Fax

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	Wilson NC 27893		
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**12. Warranty:**

The contractor warrants to the owner that all equipment furnished under this specification will be new and of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of **twelve (12) months** from date put in operation, except for engine and drivetrain, which shall be so warranted for a minimum ADDITIONAL period of **twelve (12) months** (for a total period of 24 months). Such replacement shall include all parts, freight, labor, and travel costs to the location where equipment is down, free of any charge to the owner or his representative. In addition, any provisions of the manufacturer's standard warranty, which exceed the above requirements, are to be provided to the user.

**13. Contract Changes:**

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

**14. Substitutions:**

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

**15. Training:**

The successful vendor shall provide a qualified representative to instruct the owners' operators in the proper operation, routine maintenance, safety and service upon delivery for a minimum of **four (4) hours**, if requested by the owner.

**16. Vendor Complaint Form:**

The Vendor Complaint Form can be found by clicking: [Vendor Complaint Form](#).

**17. Contract Addenda:**

Addendum	Effective Date	Description